

Please forward assigned FOIA request to your Division Director so they can determine and directly notify the RA or RA-D that they need to be assigned the FOIA request for responsive records. (This includes 6RA, 6RA-D) Also, if a determination is made that the FOIA request needs to be assigned to a different Division, please inform the FOIA Office.

**FREEDOM OF INFORMATION ACT REQUEST
EPA-R6-2015-005345**

REQUEST DATE: March 13, 2015

REQUEST RECEIVED: March 18, 2015

REQUESTOR INFORMATION:

Jennifer Randazzo
History Associates
300 N. Stonestreet Avenue
Rockville, Maryland 20850

Email: jrandazzo@historyassociates.com
Fax: 301-279-9224

Work Phone# 301-279-9697

FEE CATEGORY: Commercial

*******SUBJECT*******

Written Facility-Wide LDAR Program submitted to EPA by Formosa Plastics Corporation, Texas; Formosa Plastics Corporation, Louisiana; and Formosa Hydrocarbons, Inc. pursuant to Subsection B of Appendix A to the Consent Decree entered in the above-captioned matter. All Compliance Status Reports under Section M of Appendix A to the Consent Decree.

*******ASSIGNED OFFICE(S)*******

6EN
6PD

DUE DATE: April 15, 2015

*******SPECIAL INSTRUCTIONS TO DIVISIONS*******

1. Always note Fee commitment by requester: \$ 500
2. Call the requester with a fee estimate, if cost is expected to exceed amount committed \$ 500
3. Each Division must obtain Division Director or delegate concurrence on denial log before routing to ARA signature.
4. Send a copy of the response and cost information sheet to the FOIA Office (6MD-OE).

*******DO NOT WRITE IN THIS SPACE, FOR FOIA OFFICE USE ONLY*******

BILLABLE COST

	\$4.00	\$7.00	\$10.25	Pages	Other	TOTAL
6EN						
6PD						

ADMINISTRATIVE COST

	Postage	Free Docs.	Other	TOTAL
6EN				
6PD				



March 13, 2015

Leticia Lane, FOIA Officer
U.S. EPA, Region 6
1445 Ross Avenue
Dallas, TX 75202-2733

Re: *FOIA Request for Information Submitted Pursuant to United States v.
Formosa Plastics Corp. et al, Southern District of Texas Civil Action No.
6:09-cv-00061*

Ms. Lane:

Pursuant to the Freedom of Information Act, 5 U.S.C. § 552 ("FOIA"), I write to request the Written Facility-Wide LDAR Program submitted to EPA by Formosa Plastics Corporation, Texas; Formosa Plastics Corporation, Louisiana; and Formosa Hydrocarbons, Inc. pursuant to Subsection B of Appendix A to the Consent Decree entered in the above-captioned matter. In addition, I request all Compliance Status Reports under Section M of Appendix A to the Consent Decree.

I am willing to pay use fees incurred and assessed for the search and copying of the records responsive to our complete request up to the amount of \$500.00. I would prefer to accept the requested records via the most expeditious means, whether that be paper, fax or electronic copy.

If all or any part of this request is denied, I request a written statement of the grounds for the denial. If you determine that some portions of the requested records are exempt from disclosure, please provide me with the non-exempt portions that can be disclosed.

I look forward to receiving the requested materials promptly. If you have any questions, please contact me at (301) 279-9697 or via e-mail at jrandazzo@historyassociates.com.

Thank you for your assistance.

Sincerely,

Jennifer Randazzo
Historian

Enclosure

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
)	Civil Action No. 6:09-cv-00061
v.)	
)	<u>CONSENT DECREE</u>
)	
Formosa Plastics Corporation, Texas,)	
Formosa Plastics Corporation, Louisiana,)	
Formosa Hydrocarbons, Inc.,)	
)	
Defendants.)	
_____)	

Appendices to Consent Decree in *U.S. v. Formosa Plastics Corporation, Texas, et al.***APPENDIX A—ENHANCED LDAR PROGRAM****DEFINITIONS**

The following definitions shall be used in Appendix A:

“Certified Low-Leaking Valves” shall mean valves for which a manufacturer has issued either: (i) a written guarantee that the valve technology will not leak above 100 ppm for five years; or (ii) a written guarantee, certification or equivalent documentation that the valve technology has been tested pursuant to generally-accepted good engineering practices and has been found to be leaking at no greater than 100 ppm.

“Certified Low-Leaking Valve Packing Technology” shall mean valve packing technology for which a manufacturer has issued either: (i) a written guarantee that the valve packing technology will not leak above 100 ppm for five years; or (ii) a written guarantee, certification or equivalent documentation that the valve packing technology has been tested pursuant to generally-accepted good engineering practices and has been found to be leaking at no greater than 100 ppm.

“Covered Equipment” shall mean all Covered Types of Equipment in all Covered Process Units.

“Covered Facilities” shall mean the following facilities:

1. FPC TX facility at 201 Formosa Drive, Point Comfort, Texas;
2. FHC facility at 103 Fannin Road, Point Comfort, Texas; and,
3. FPC LA facility at Gulf States Road, Baton Rouge, Louisiana.

“Covered Process Unit or Units” shall include the following manufacturing areas of the “Covered Facilities”:

At Formosa Plastics Corporation, Texas (“FPC TX”), the term includes the:

1. Ethylene dichloride unit (“EDC”);
2. Ethylene glycol unit (“EG”);
3. Formosa hydrocarbons unit (“FHC”);
4. High density polyethylene units (“HDPEI/HDPEII”);
5. Liner low density polyethylene unit (“LLDPE”);
6. Polypropylene units (“PPI/PPII”);
7. Marine and inland traffic units (“Traffic”);
8. Olefins units, including the gasoline hydrotreater unit and propylene purification unit (“OLI/ OLII”);
9. Vinyl chloride monomer unit (“VCM”); and,
10. Suspension polyvinyl chloride unit (“PVC”).

At Formosa Plastics Corporation, Louisiana (“FPC LA”), the term includes the:

1. Vinyl chloride monomer unit (“VCM”); and,
2. Suspension polyvinyl chloride unit (“PVC”).

“Covered Types of Equipment” shall mean all valves, connectors, pumps, agitators, and open-ended line closure devices in light liquid, heavy liquid, or gas/vapor service as regulated under a federal,

Appendices to Consent Decree in *U.S. v. Formosa Plastics Corporation, Texas, et al.*

state, or local leak detection and repair program.

“Directed Maintenance” shall mean the utilization of concurrent monitoring (or other method that indicates the relative size of the leak) to repair a leaking piece of equipment to achieve the best repair/lowest emission rate reasonably possible.

“DOR” shall mean Delay of Repair.

“ELP” shall mean the Enhanced Leak Detection and Repair Program specified in Appendix A of this Decree.

“Facility” shall have the meaning set forth in Section III, paragraph 7.i. of this Decree.

“LDAR” shall mean Leak Detection and Repair.

“LDAR Audit Commencement Date” or “Commencement of an LDAR Audit” shall mean the first day of the on-site inspection that accompanies an LDAR audit.

“Maintenance Shutdown” shall mean the partial or full shutdown of a Covered Process Unit that either is done for the purpose of scheduled maintenance or lasts longer than 14 calendar days. The following are not considered maintenance shutdowns: (1) an unscheduled work practice or unscheduled operational procedure that stops production from a process unit or part of a process unit for less than 24 hours; and (2) an unscheduled work practice or unscheduled operational procedure that would stop production from a process unit or part of a process unit for a shorter period of time than would be required to clear the process unit or part of the process unit of materials and start up the unit, and would result in greater emissions than delay of repair of leaking components until the next scheduled process unit shutdown.

“Method 21” shall mean the test method found at 40 C.F.R. Part 60, Appendix A, Method 21.

“New Valve” shall mean a valve that is not replacing an Existing Valve (as defined in Paragraph 17.a. of Subsection G of this Enhanced LDAR Program).

“Non-Volatile Hazardous Air Pollutant Covered Process Unit” or “Non-VHAP Covered Process Unit” shall mean a Covered Process Unit that does not meet the definition of a VHAP Covered Process Unit.

“OEL” or “Open-Ended Line” shall mean an open-ended valve or line, except pressure relief valves, having one side of the valve seat in contact with process fluid and one side open to the atmosphere, either directly or through open piping.

“OELCD” shall mean an open-ended valve or line at the closure device (i.e., secondary valves, caps, blind flanges, or plugs on OELs, that are not considered connectors).

“Screening Value” shall mean the highest emission level that is recorded at each piece of equipment as it is monitored in compliance with Method 21.

“Subsection” shall mean a portion of this Appendix A identified by a capital letter.

“Volatile Hazardous Air Pollutant Covered Process Unit” or “VHAP Covered Process Unit” shall

Appendices to Consent Decree in *U.S. v. Formosa Plastics Corporation, Texas, et al.*

mean:

For the FPC TX Facility, the EDC, EG, VCM, and PVC units, and

For the FPC LA Facility, the VCM and PVC units.

Subsection A (Applicability of ELP)

1. In order to minimize or eliminate fugitive emissions of volatile organic compounds (“VOCs”), benzene, volatile hazardous air pollutants (“VHAPs”), and organic hazardous air pollutants (“HAPs”) from equipment in light liquid and/or in gas/vapor service, Defendants shall undertake the enhancements identified in this Section to its leak detection and repair (“LDAR”) programs for each of the Covered Facilities under 40 C.F.R. Part 60, Subparts DDD, KKK, VV, and VVa; Part 61, Subparts F, J, and V; Part 63, Subparts F, H and UU; and applicable state and local LDAR requirements. The terms “equipment,” “in light liquid service” and “in gas/vapor service” shall have the respective definitions set forth in the applicable provisions of 40 C.F.R. Part 60, Subpart VV; Part 61, Subparts F, J, and V; Part 63, Subparts F, H and UU and applicable state and local LDAR regulations.

2. The requirements of this ELP shall apply to all Covered Equipment except that the requirements of Paragraphs 3 and 31 (Subsection K (Certification of Compliance)) shall apply to all equipment at the Facility that is regulated under any federal, state, or local leak detection and repair program. The requirements of this ELP are in addition to, and not in lieu of, the requirements of any other LDAR regulation that may be applicable to a piece of Covered Equipment. If there is a conflict between a federal, state, or local LDAR regulation and this ELP, Formosa shall follow the more stringent of the requirements.

Subsection B (Written Facility-Wide LDAR Program Procedures)

3. By no later than three (3) months after the Date of Lodging of this Consent Decree, Defendants shall develop a written facility-wide LDAR Program, or modify its current written LDAR Program, to ensure compliance with all federal, state, and local LDAR regulations applicable to each of the Covered Process Units. Defendants shall review and update as necessary the LDAR Program on an annual basis by no later than December 31 of each year. The LDAR Program for each Covered Process Unit shall include, at a minimum:

a. an identification system of all equipment in light liquid and/or in gas/vapor service that is subject to periodic monitoring requirements via Method 21, or other methods, under any applicable federal, state, or local LDAR regulation;

b. procedures for identifying leaking equipment within each Covered Process Unit;

c. procedures for repairing and keeping track of leaking equipment;

d. a tracking program (e.g., Management of Change) that ensures that new Covered Equipment added to the Facilities for any reason are integrated into the LDAR program and that Covered Equipment that is taken out of service is removed from the LDAR program;

Appendices to Consent Decree in *U.S. v. Formosa Plastics Corporation, Texas, et al.*

e. procedures for quality assurance/quality control (“QA/QC”) reviews of all data generated by LDAR monitoring technicians; and

f. a description of each Covered Facility’s LDAR monitoring organization and a designation of the person or position responsible for LDAR management and who has the authority, consistent with Defendants’ management authorities, to implement LDAR improvements at the Facility, as needed, including the roles and responsibilities of all employee and contractor personnel assigned to LDAR functions at the Facilities, and how the number of personnel dedicated to the LDAR functions is sufficient to satisfy the requirements of the LDAR program.

Subsection C (Leak Definitions)

4. By no later than six (6) months after the Date of Lodging of this Consent Decree, for all Covered Equipment, except for that Covered Equipment in heavy liquid service, Defendants shall use the following internal leak definitions, unless otherwise indicated herein, or unless more frequent monitoring is required by permit, or federal, state, or local laws or regulations.

a. Valves -- 250 ppm VOCs (except that in the FHC Unit, Defendants shall begin using an internal leak definition of 250 ppm VOCs within 24 months of the Date of Lodging of this Decree).

b. Connectors –

250 ppm VOCs for connectors that are currently regulated and required to be monitored by federal, state, or local law, or permit, or are voluntarily monitored at FPC LA, using EPA Method 21.

For connectors that are currently regulated but not required to be monitored using EPA Method 21 (*e.g.*, connectors regulated by 40 C.F.R. Part 60, Subpart VV), by no later than 18 months after the Date of Lodging of this Consent Decree, Defendants will determine which of the following compliance alternatives will be utilized at each Facility and report the alternative chosen in the next Annual Report:

Option A: Utilize the EPA Alternative Work Practice To Detect Leaks from Equipment (as per 73 Fed. Reg. 78199, December 22, 2008, or as amended) (the “EPA AWP”); or,

Option B: Utilize EPA Method 21 with an internal leak definition of 250 ppm VOC.

Notwithstanding the foregoing, for connectors in light liquid and/or gas/vapor service that are currently regulated but not required to be monitored using EPA Method 21, by no later than 18 months after the Date of Lodging of this Consent Decree, Defendants must monitor this affected equipment once using EPA Method 21 with an internal leak definition of 250 ppm VOC. After initial monitoring using EPA’s Method 21, Defendants may use the compliance alternative chosen and reported upon (*i.e.*, Option A or B) for subsequent monitoring.

c. Pumps -- 500 ppm. Reciprocating pumps shall retain their applicable regulatory leak definition.

d. Agitators -- 500 ppm.

Appendices to Consent Decree in *U.S. v. Formosa Plastics Corporation, Texas, et al.*

Defendants shall make all such documents available to EPA and shall provide, in their original electronic format, all LDAR monitoring data generated during the life of this Consent Decree.

Subsection M (LDAR Reporting and Recordkeeping Requirements)

34. **Compliance Status Reports.** On the dates and for the time periods set forth in Paragraph 35, Defendants shall submit to EPA, in the manner set forth in Section XIV (“Notices”) of this Decree, the following information:

- a. An identification and description of any non-compliance with the requirements of this Appendix A;
- b. An identification of any problems encountered in complying with the requirements of this Appendix A;
- c. The information required in Subsection G, Paragraph 20;
- d. A certification that LDAR trainings in accordance with this Consent Decree have been done;
- e. Any deviations identified in the QA/QC performed under Subsection I of this Appendix A;
- f. A summary of LDAR audit results including specifically identifying all areas of non-compliance; and
- g. The status of all Corrective Action that was undertaken during the reporting period.

35. **Due Dates.** The first compliance status report shall be due thirty-one days after the first full half-year after the Date of Entry of this Consent Decree (*i.e.*, either: (i) January 31 of the year after the Date of Entry, if the Date of Entry is between January 1 and June 30 of the preceding year; or (ii) July 31 of the year after the Date of Entry, if the Date of Entry is between July 1 and December 31). The initial report shall cover the period between the Date of Entry and the first full half year after the Date of Entry (a “half year” runs between January 1 and June 30 and between July 1 and December 31). Until termination of this Decree, each subsequent report will be due on the same date in the following year and shall cover the prior two half years (*i.e.*, either January 1 to December 31 or July 1 to June 30).

36. Each report submitted under this Consent Decree shall be signed by the plant manager, a corporate official responsible for environmental management and compliance, or a corporate official responsible for plant engineering management, and shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information

Lane, Leticia

From: Jennifer Randazzo <JRandazzo@historyassociates.com>
Sent: Friday, March 13, 2015 11:48 AM
To: Lane, Leticia
Subject: Submitting FOIA Request
Attachments: removed.txt; 2014 03 13 Randazzo FOIA to EPA Region 6.pdf; Formosa.pdf

Dear Ms. Lane,

Please find attached my FOIA request to EPA Region 6, along with one referenced attachment. Feel free to contact me with questions or concerns about this request.

Jennifer Randazzo

Jennifer Randazzo

Historian
History Associates Incorporated
300 North Stonestreet Avenue | Rockville, MD 20850-1655
Tel: 301-279-9697
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jrandazzo@historyassociates.com



Privileged/Confidential/Proprietary information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of this message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message, and notify me immediately. If you or your employer does not consent to internet e-mail messages of this kind, please advise me immediately.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1445 ROSS AVENUE, SUITE 1200

DALLAS, TEXAS 75202-2733

CERTIFICATION OF ADEQUACY OF SEARCH ON
“NO RECORD” RESPONSES

I, _____, certify that I am employed by the Environmental Protection Agency, Region 6, in Dallas, Texas (or acting as a representative) as _____, that I am familiar with the records requested and/or that I am responsible for conducting the search for responsive records for Request Identification Number **EPA-R6-**_____, and that I have conducted an “adequate” search for responsive records by searching the below listed location(s) (as applicable):

- 1.
- 2.
- 3.

I further certify that I am aware that a search for responsive records need not be perfect, only adequate and that adequacy is measured and/or determined by the “reasonableness” of the effort of the search in light of the specific request. Specifically, I have searched for the documents in all places that it is practical for the documents to be located. Moreover, after conducting an adequate search for records on behalf of the _____ Division/Unit, I have located no records responsive to this request or portions thereof. Further, I am attaching an itemized listing of all records which my search supports are not in the Region’s possession.

Dated: _____, _____

Signature of Person Conducting Search

Dated: _____, _____

Signature of Designated Supervisor for
Person Conducting Search

Approved by OGC

STAFF CHECKLIST FOR TRANSMITTAL OF RECORDS/INFORMATION

EPA-R6-

YES NO N/A

Program has responsive records

Searched all possible locations (hard copy/e-mail,
Files in workstation, file rooms, hard/flash/shared drives,
CDs, blackberries etc.)

Advised RFO/DFC of any special circumstances/
Sensitivity related to the FOIA Request

Consulted with the FOIA Requester and/or RFO/DFC
For further clarification of the request

Completed "Certification of Adequate Search" form
for "No Records" Response

Completed Cost Sheet

Provided responsive records to the assigned FOIA
Specialist by due date on transmittal form

Date: _____ Signature: _____ Ext. _____

Printed Name: _____ Office Name: _____

COMMENTS: _____

**THIS FORM SHOULD BE COMPLETED AND RETURNED TO THE REGIONAL
FOI OFFICER ALONG WITH THE RESPONSIVE RECORDS, A COST SHEET AND
"NO RECORDS" CERTIFICATION FORM (IF NECESSARY), FOR EACH FOIA
REQUEST PROCESSED.**

INTERNAL USE ONLY – DO NOT SEND THIS TO REQUESTER

Please read instructions on back before completing form.

FOIA FEE CALCULATION WORK SHEET

1.REQUEST NUMBER EPA-R6-	2.TYPE OF REQUESTER	3.DATE COMPLETED	4.ACTION OFFICE
<p>NOTE: The Freedom of Information Act and EPA's regulations state that the Federal Government must obtain a fee commitment from a FOIA requester before billing can occur. So if no fee commitment is plainly given in the request letter or if other Divisions also have records, please contact the requester. Provide the requester with an estimate. Make sure the requester understands what program records you refer to and make a note of his/her fee commitment.</p>			
5. FEE COMMITMENT AMT		6. DATE OF VERBAL/WRITTEN COMMITMENT	7. FEE COMMITMENT RECEIVED FROM
8. CLERICAL PERSONNEL		TOTAL HRS	¼ HOUR RATE COST
a. Search - \$4.00 @ ¼ HOUR			x \$4.00 =
b. Review - \$4.00 @ ¼ HOUR			x \$4.00 =
9. PROFESSIONAL PERSONNEL		TOTAL HRS	¼ HOUR RATE COST
a. Search - \$7.00 @ ¼ HOUR			x \$7.00 =
b. Review - \$7.00 @ ¼ HOUR			x \$7.00 =
10. MANAGERIAL PERSONNEL		TOTAL HRS	¼ HOUR RATE COST
a. Search - \$10.25 @ ¼ HOUR			x \$10.25 =
b. Review - \$10.25 @ ¼ HOUR			x \$10.25 =
11. DUPLICATION/REPRODUCTION		TOTAL	RATE OR ACTUAL COST
a. Paper or Computer Page (2 sided copy = 2 copies)			x \$.15 pg =
b. Diskette or CD (Specify 3 CD's, 1 CD etc.)			x \$ 1.00 each =
c. Microfiche			x \$ 1.00/sheet =
d. Microfilm			x \$10.00/cartridge =
e. Video or Audio Cassette (Specify)			x \$5.00/each =
f. Maps			
g. Photos			
12. OTHER COSTS		TOTAL	RATE OR ACTUAL COST
a. Computer Cost			x =
b. Certifications			x \$25.00 =
c. Special Handling – Overnight Mail			x =
d. Other			x =
13. ACTUAL ADMIN. COST FOR NON-BILLABLE STAFF TIME		TOTAL	¼ HOUR RATE COST
a. Preparer's Name: _____ Grade/Step: _____			x =
b. Preparer's Name: _____ Grade/Step: _____			
<p>14. FOR FOIA OFFICE USE ONLY</p> <div style="display: flex; justify-content: space-between;"> <div> a. TOTAL ADMINISTRATIVE/PROCESSING FEES _____ b. TOTAL COLLECTABLE FEES _____ </div> <div> c. TOTAL CHARGED _____ d. FEES WAIVED/REDUCED YES OR NO </div> </div>			